REMARKS

Claims 13-37 are rejected under 35 U.S.C. §112.

Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-110, 112-113, 126-132, and 153-158 are rejected under 35 U.S.C. §102.

Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-152, and 159-191 are rejected under 35 U.S.C. §103.

Claims 1, 13, 17, 79, 127, 153, 176, 180, 184, and 188 have been amended.

Claims 1-191 remain in this application.

Examiner Interview

An Examiner Interview meeting took place by telephone with Examiner Jacob Lipman, Primary Examiner Matthew Smithers, and Emmanuel Rivera on April 1, 2004. It was discussed that claims 1-191 are rejected based on U.S. Patent 5,745,569 to Moskowitz et al (Moskowitz) either alone or in combination with U.S. Patent 6,510,513 to Danieli (Danieli) or U.S. Patent 5,903,882 to Asay et al (Asay). (As discussed below, claims 22-30, 32-37, and 100-102 are rejected as unpatentable over Moskowitz in view of Official Notice, and claim 31 is rejected as being unpatentable based solely over Moskowitz).

Mr. Rivera pointed out that all of the independent claims recite "a specific one of a plurality of watermarks embedded in the software object so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key". It follows that the dependent claims also include this element.

Support exists for this claim element in the specification of the present application. In specific, "a BORE (break once run everywhere) resistant object is

created by embedding a relatively large number, n, of identical watermarks throughout a single software object, through the use of n different watermark keys." (See page 12 of the specification).

Moskowitz does not disclose or suggest that *a large number* (plurality) of *identical watermarks* are embedded in the same (a single) software object through the use of n *different watermark keys*. Examiner Lipman presented that Moskowitz discloses that multiple watermarks may be embedded in a software object. Moskowitz may suggest that multiple watermarks may be embedded in a software object; however, Examiner Lipman did not admit or deny that Moskowitz disclose or suggest that such multiple watermarks may be identical.

Moskowitz does not describe identical watermarks, since identical watermarks would be redundant in the context of how watermarks are used in Moskowitz. Furthermore, Examiner Lipman was not sure if Moskowitz did disclose identical watermarks, that these identical could have different watermark keys.

Mr. Rivera presented that Moskowitz describes the use of a single watermark key used to decode a watermark or watermarks in an object. A goal of the present invention is to prevent malevolent parties from using an ill gotten watermark key to use a particular software object. With the use of a particular "watermark key previously provided to and stored within the system" (as further recited in the independent claims), only authorized users (clients) may use the software object, and specifically through the use of an "enforcer" resident on a particular client computer. The provided and stored watermark key value defines the "specific one watermark" such that usage rights are set if the watermark value (i.e., the particular watermark key of n different watermark keys) is valid.

To further distinguish the claims from Moskowitz, the independent claims are amended as shown in the listing of claims of this response to recite "a plurality of identical watermarks embedded in the software object with different watermark keys".

Examiner Lipman required further review of Moskowitz and additional searching to determine if the claims as presented are allowable. Applicant presents further argument below for allowance of the claims.

35 U.S.C. §112

Claims 13-37 are rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter that the applicant regards as the invention.

Claim 13 is rejected under 35 U.S.C. §112 as being incomplete. Claim 13 has been amended to correct an omission. Claims 14-16 depend from claim 13.

Claim 17 recites the limitation "the encryption key" which lacks antecedent basis. Claim 17 has been amended to correct the antecedent rejection. Claims 18-37 depend from claim 17.

35 U.S.C. §102

Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-110, 112-113, 126-132, and 153-158

Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-110, 112-113, 126-132, and 153-158 are rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent 5,745,569 to Moskowitz et al (Moskowitz). Applicants respectfully traverse the rejection.

The claimed invention is directed to a BORE (break once run everywhere) resistant object as part of a DRM (digital rights management) system in a client computer.

A BORE resistant object is created by embedding a relatively large number of number ("n") of identical watermarks throughout a single software object, through the use of "n" different secret watermark keys. Each of the watermark keys defines a starting location (e.g., time, space, frequency, etc.) in a protected software object at which a corresponding watermark appears.

When a user downloads the protected software object through a client (user) computer, the user transacts with the website of the protected software object's publisher to obtain an electronic license. The electronic license is cryptographically signed by the publisher to an "enforcer" located on the client computer. The enforcer specifies access rights which the publisher accords to the client computer and watermark value. The enforcer has a particular watermark key of the "n" different watermark keys. Whenever, the client computer attempts to access a file that contains the protected software object, the enforcer examines the protected software object with its particular watermark key. If the protected software object contains a watermark appearing at a location specified by the enforcer's particular watermark key, the client computer accesses a license database to determine whether a signed license resides in the database that is made out to the particular enforcer (client computer).

A value of a parameter in the license must match a value of the same parameter contained in a detected watermark in the protected software object. The watermark effectively "glues" the protected software object and its license.

Amended independent claim 1, for example, recites

> A computer system capable of accessing and controlling use of a watermarked software object, the system comprising:
>
> a processor; and
>
> a memory having computer executable instructions stored therein; and wherein the processor, in response to the stored executable instructions:
>
> reads a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system; and
>
> sets usage rights applicable to the object in response to the actual watermark value so as to control further use of the object by the computer system.

The system of claim 1 is not disclosed by Moskowitz. Moskowitz describes a method for protecting computer code copyright by encoding the computer code (a software object) into a data resource with a digital watermark that contains licensing information that is interwoven with essential code resources. (See Abstract of Moskowitz).

Moskowitz uses a single watermark key that is a function of the license information of a software object, and particularly copies of the software object. The single watermark key is fixed prior to final assembly of the application files of the software object, and cannot be changed at the option of the user. That, in turn, means the license information in a software copy must remain fixed, so that the correct key is available to the software object. The watermark key and the license are in interchangeable. Moskowitiz col. 6, lines 48-55.

Moskowitz does not attempt to stop copying. Rather the invention is intended to determine responsibility for a copy(ies) by ensuring that licensing information is preserved in descendant copies of an original software object. Without correct license information, the copy cannot function. (see col. 3, lines 21-25). Therefore, a client is free to use the software object on multiple computers as long as the licensing information is preserved. The single watermark key may be used for all copies of the software object. Moskowitz actually relies on a single watermark key, since that single watermark key and the license associated with the software object are interchangeable. A different watermark key may mean the wrong watermark key to a particular software object, or may mean a different license which is directed to a different software object

Claim 1 particularly recites "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

Moskowitz does not disclose or suggest a "plurality of identical watermarks embedded in the software object with different watermark keys". Moskowitz does not particular disclose, but may suggest multiple (plurality of) watermarks in an object; however, these multiple watermarks are not identical. Since Moskowitz intends to use a watermark to convey particular license information in the computer code (object), it would be redundant and a waste of resources to provide for a plurality of identical watermarks which convey the same information in a particular software object as disclosed in Moskowitz. This is because, Moskowitz

discloses that a single watermark key is used to access (extract) a digital watermark. (see Moskowitz, col. 6, lines 47-50).

The Office argues that Moskowitz discloses multiple watermarks, which is not contested by the Applicants. The Office maintains that multiple watermarks may be identical; however, in light what is disclosed in Moskowitz, it would be counter intuitive to provide for multiple identical watermarks embedded in a single software object. If identical watermarks are embedded in a single software object, the single watermark key disclosed in Moskowitz extracts all of the watermarks that provide the same information (e.g., license code information).

The different watermark keys as recited in claim 1 of the present application is directed to provide a client computer access to license information (i.e., usage rights) through the use of an "enforcer". If the enforcer has a particular (unique) watermark key recognized by the publisher of the software object, use of the software object is granted. The use of identical watermarks assures that all valid clients of the software object are using the same watermark, although all of the valid clients may have different watermark keys to access the software object.

The Office has not presented where Moskowitz discloses the use of different watermark keys. As discussed Moskowitz specifically points out that it does not attempt to stop copying, inferring that copies may be used on more than one client computer as long as the different client computers have the proper and particular watermark key to extract the watermark. In fact, Moskowitz relies on a single and particular watermark key to extract the watermark. Even if multiple watermarks were embedded in a software object, a single watermark key (which is a function of the license information) is used as disclosed in Moskowitz. Different watermark keys would mean different (and contradicting) license information. As

disclosed in Moskowitz, the watermark key is fixed and cannot be changed (different) for the watermark to be extracted. Therefore different watermark keys can not be used to extract a watermark from the particular software object.

Applicants respectfully request that the §102 rejection of claim 1 be withdrawn.

Dependent claims 2-3, 5-10, 12-15, 38, 40-45, and 47-48 are allowable by virtue of their dependency on base claim 1. Applicants respectfully request that the §102 rejection of claims 2-3, 5-10, 12-15, 38, 40-45, and 47-48 be withdrawn.

Independent claim 79 recites in part "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

As presented in the arguments in support of claim 1, Moskowitz does not disclose or suggest a plurality of identical watermarks embedded in the software object with different watermark keys.

Applicants respectfully request that the §102 rejection of claim 79 be withdrawn.

Dependent claims 80-81, 83-88, 90-93, 103, 105-110, 112-113, and 126 are allowable by virtue of their dependency on base claim 79. Applicants respectfully request that the §102 rejection of claims 80-81, 83-88, 90-93, 103, 105-110, 112-113, and 126 be withdrawn.

Independent claim 127 recites in part "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys downloaded from the first server so as to yield an actual watermark value,

wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

As presented in the arguments in support of claim 1, Moskowitz does not disclose or suggest a plurality of identical watermarks embedded in the software object with different watermark keys.

Applicants respectfully request that the §102 rejection of claim 127 be withdrawn.

Dependent claims 128-132 are allowable by virtue of their dependency on base claim 127. Applicants respectfully request that the §102 rejection of claims 128-132 be withdrawn.

Independent claim 153 recites in part "a specific one of a plurality of identical watermarks embedded in the software object with different watermarks downloaded from the first server so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

As presented in the arguments in support of claim 1, Moskowitz does not disclose or suggest a plurality of identical watermarks embedded in the software object with different watermark keys.

Applicants respectfully request that the §102 rejection of claim 153 be withdrawn.

Dependent claims 154-158 are allowable by virtue of their dependency on base claim 153. Applicants respectfully request that the §102 rejection of claims 154-158.

35 U.S.C. §103

Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-152, and 159-191

Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-152, and 159-191 are rejected under 35 U.S.C. §103(a) as being unpatentable over Moskowitz in view of U.S. Patent 6,510,513 to Danieli (hereinafter "Danieli"). Applicants respectfully traverse the rejection.

In actuality, the Office has rejected claims 22-30, 32-37, and 100-102 as unpatentable over Moskowitz in view of Official Notice. Claim 31 is rejected as being unpatentable based solely over Moskowitz.

Claims 4 and 39 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Danieli provides no assistance in light of Moskowitz as to the recited systems of claims 4 and 39. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "encryption system ... in which when the key expires, a new key is downloaded from the server" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 4 and 39 be withdrawn.

Claims 82 and 104 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Danieli provides no assistance in light of Moskowitz as to the recited methods of claims 82 and 104. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine Moskowitz with the "encryption system ... in which when the key expires, a new key is downloaded from the server" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 82 and 104 be withdrawn.

Independent claims 176 and 180 recite "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Danieli provides no assistance in light of Moskowitz as to the recited apparatus of claim 176 and the recited method 180. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine Moskowitz with the "encryption system ... in which when the key expires, a new key is downloaded from the server" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 82 and 104 be withdrawn.

Claims 11, 16, and 46 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is signed".

Danieli provides no assistance in light of Moskowitz as to the recited methods of claims 11, 16 and 46. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "encryption system ... in which the license is signed" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 11, 16 and 46 be withdrawn.

Claims 89, 94-99 and 111 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is signed".

Danieli provides no assistance in light of Moskowitz as to the recited methods of claims 89, 94-99 and 111. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "encryption system ... in which the license is signed" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 89, 94-99 and 111 be withdrawn.

Claims 49-78 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network".

Danieli provides no assistance in light of Moskowitz as to the recited methods of claims 49-78. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 49-78 be withdrawn.

Claims 114-125 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network".

Danieli provides no assistance in light of Moskowitz as to the recited methods of claims 114-125. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "an encryption system, such

as watermarked software, in which the license is acquired from a server over a secure network" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 114-125 be withdrawn.

Claims 133-152 depend from base claim 127 and therefore comprise the element "one of a plurality of identical watermarks embedded in the software object with different watermark keys downloaded from the first server so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network".

Danieli provides no assistance in light of Moskowitz as to the recited apparatuses of claims 133-152. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 133-152 be withdrawn.

Claims 159-175 depend from base claim 153 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the

software object with different watermarks downloaded from the first server so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

The Office relies on Danieli as teaching "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network".

Danieli provides no assistance in light of Moskowitz as to the recited apparatuses of claims 159-175. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 159-175 be withdrawn.

Independent claims 176, 180, 184, and 190 recite "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys".

Claims 177-179 depend from base claim 176; **claims 181-183** depend from base claim 180; **claims 185-187** depend from base claim 184; and **claims 189-191** depend from base claim 188, therefore comprise the element "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys."

Danieli provides no assistance in light of Moskowitz as to the recited apparatuses of claims 176-179; the systems of claims 180-183; the apparatuses of claims 184-187; and the methods of claims 188-191. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "an encryption system, such as watermarked software, in which the license is acquired from a server over a secure network" taught by Danieli.

Accordingly, a combination of Moskowitz and Danieli is improper. Applicants respectfully request that the §103 rejection of claims 176-191 be withdrawn.

Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-152, and 159-191 are rejected under 35 U.S.C. §103(a) as being unpatentable over Moskowitz in view of U.S. Patent 5,903,882 to Asay et al (hereinafter "Asay"). Applicants respectfully traverse the rejection.

Claims 4 and 39 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Asay as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Asay provides no assistance in light of Moskowitz as to the recited systems of claims 4 and 39. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it

would not have been obvious to combine the "expired key update system" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 4 and 39 be withdrawn.

Claims 82 and 104 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Asay as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Asay provides no assistance in light of Moskowitz as to the recited systems of claims 82 and 104. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "expired key update system" taught by Asay

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 82 and 104 be withdrawn.

Independent claims 176 and 180 recite "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys".

The Office relies on Asay as teaching "an encryption system, such as watermarked software, in which when the key expires, a new key is downloaded from the server".

Asay provides no assistance in light of Moskowitz as to the recited systems of claims 176 and 180. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "expired key update system" taught by Asay

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 176 and 180 be withdrawn.

Claims 11, 16, and 46 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Asay as teaching "an encryption system in which the license is signed".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 11, 16 and 46. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "signed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 11, 16 and 46 be withdrawn.

Claims 89, 94-99 and 111 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Asay as teaching "an encryption system in which the license is signed".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 89, 94-99 and 111. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "signed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 89, 94-99 and 111 be withdrawn.

Claims 49-78 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office relies on Asay as teaching "an encryption system in which the license is acquired from a server over a secure network".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 49-78. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "securely distributed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 49-78 be withdrawn.

Claims 114-125 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Office relies on Asay as teaching "an encryption system in which the license is acquired from a server over a secure network".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 114-125. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "securely distributed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 114-125 be withdrawn.

Claims 133-152 depend from base claim 127 and therefore comprise the element "one of a plurality of identical watermarks embedded in the software object with different watermark keys downloaded from the first server so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

The Office relies on Asay as teaching "an encryption system in which the license is acquired from a server over a secure network".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 133-152. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "securely distributed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 133-152 be withdrawn.

Claims 159-175 depend from base claim 153 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermarks downloaded from the first server so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the client computer".

The Office relies on Asay as teaching "an encryption system in which the license is acquired from a server over a secure network".

Asay provides no assistance in light of Moskowitz as to the recited methods of claims 159-175. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "securely distributed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 159-175 be withdrawn.

Independent claims 176, 180, 184, and 190 recite "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys".

Claims 177-179 depend from base claim 176; **claims 181-183** depend from base claim 180; **claims 185-187** depend from base claim 184; and **claims 189-191** depend from base claim 188, therefore comprise the element "one of a plurality of identical watermarks embedded in the watermarked software object with different watermark keys."

Asay provides no assistance in light of Moskowitz as to the recited apparatuses of claims 176-179; the systems of claims 180-183; the apparatuses of claims 184-187; and the methods of claims 188-191. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "securely distributed license" taught by Asay.

Accordingly, a combination of Moskowitz and Asay is improper. Applicants respectfully request that the §103 rejection of claims 176-191 be withdrawn.

Claims 22-30, and 32-37 depend from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Examiner takes Official Notice that "encrypting distributed files with symmetric and/or asymmetric keys is well known in the art, and it would have been obvious to one of ordinary skill in the art to encrypt the object for distribution to further deter pirating of the software".

The Examiner's Official Notice provides no assistance in light of Moskowitz as to the recited methods of claims 22-30, and 32-37. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "encrypting distributed files with symmetric and/or asymmetric keys" that Examiner has taken Official Notice as is well known in the art.

Accordingly, a combination of Moskowitz and Examiner's Official Notice is improper. Applicants respectfully request that the §103 rejection of claims 22-30, and 32-37 be withdrawn.

Claims 100-102 depend from base claim 79 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system."

The Examiner takes Official Notice that "encrypting distributed files with symmetric and/or asymmetric keys is well known in the art, and it would have

been obvious to one of ordinary skill in the art to encrypt the object for distribution to further deter pirating of the software".

The Examiner's Official Notice provides no assistance in light of Moskowitz as to the recited methods of claims 100-102. Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the "encrypting distributed files with symmetric and/or asymmetric keys" that Examiner has taken Official Notice as is well known in the art.

Accordingly, a combination of Moskowitz and Examiner's Official Notice is improper. Applicants respectfully request that the §103 rejection of claims 100-102 be withdrawn.

Claim 31 depends from base claim 1 and therefore comprise the element "a specific one of a plurality of identical watermarks embedded in the software object with different watermark keys so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key previously provided to and stored within the system".

The Office further relies on Moskowitz as disclosing "keys can be acquired with a payment scheme".

Since Moskowitz does not suggest "a plurality of identical watermarks embedded in the software object with different watermark keys", it would not have been obvious to combine the suggestion of Moskowitz that "keys can be acquired with a payment scheme".

Accordingly, the rejection based Moskowitz is improper. Applicants respectfully request that the §103 rejection of claim 31 be withdrawn.

CONCLUSION

All pending claims 1-191 are in condition for allowance. Applicant respectfully requests reconsideration and prompt issuance of the subject application. If any issues remain that prevent issuance of this application, the Examiner is urged to contact the undersigned attorney before issuing a subsequent Action.

Respectfully Submitted,

Dated: 4/22/04

By: _____

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